

Berger, Fischhoff, Shumer, Wexler & Goodman, LLP  
Proposed Attorneys for the Debtor  
and Debtor-in-Possession  
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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

RUDOLPH W. GIULIANI  
a/k/a RUDOLPH WILLIAM GIULIANI

Case No.: 23-12055

Debtor.

**APPLICATION**

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The application of RUDOLPH W. GIULIANI, Debtor and Debtor-In-Possession,  
("Debtor") respectfully represents:

1. On December 21, 2023 a voluntary petition under Chapter 11 of the Bankruptcy Code was filed.
2. The Debtor was continued in possession of its property as Debtor-In-Possession and is managing its property pursuant to 11 U.S.C. Section 1107 and Section 1108.
3. The Debtor wishes to employ Berger, Fischhoff, Shumer, Wexler, Goodman, LLP, attorneys licensed to practice before this Court, (the "Firm") under a general retainer.
4. The Debtor has selected the Firm because it has considerable experience in matters of insolvency and because the Debtor believes that such Firm is well qualified to represent it as Debtor and Debtor-In-Possession.
5. The services the Firm will render include:
  - (a) Legal advice with respect to the powers and duties of the Debtor-In-Possession in the continued management of its business and property;

(b) Representing the Debtor before the Bankruptcy Court and at all hearings on matters pertaining to its affairs, as Debtor-In-Possession, including prosecuting and defending litigated matters as they may arise during the Chapter 11 case;

(c) Advising and assisting the Debtor in the preparation and negotiation of a Plan of Reorganization with its creditors;

(d) Preparing all necessary or desirable applications, answers, orders, reports, documents and other legal papers; and

(e) Performing all other legal services for the Debtor which may be desirable and necessary.

6. It is necessary for the Debtor to employ an attorney to render such professional services.

7. To the best of Debtor's knowledge, the Firm represents no interest adverse to the Debtor, as Debtor and Debtor-In-Possession, or to the estate regarding the matters upon which it is to be engaged, and its employment would be in the best interest of the estate.

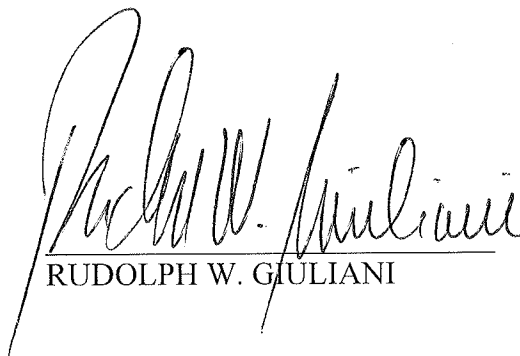
8. The Debtor and the firm have memorialized the terms of the retention in a letter dated December 21, 2023, a copy of which is annexed hereto as Exhibit "A".

9. Subject to the approval of the court, the Debtor has agreed to compensate the Firm at the rate of \$585 to \$685. per hour for partners, \$425 to \$510 for associates depending on experience and \$210 per hour for paralegals, or such other rates as the Firm may from time to time fix, and to reimburse the Firm for its expenses, charges and disbursements. The Debtor has caused the Firm to be paid a retainer of \$70,000.00 to be applied against future fees of the Firm incurred by the Debtor in connection with the conduct of these proceedings and for the filing fee in this matter, of which \$40,000.00 was paid by the Giulian Freedom Fund Legal Defense T.R.

Fund and \$30,000.00 was paid by Giuliani Defense. A Lar Dan affidavit's stating that they have waived reimbursement and acknowledge the Firm's responsibility is to represent the Debtor's interest.

10. On January 11, 2024 an Official Committee of Creditors was appointed.

**WHEREFORE**, Debtor requests that it be authorized to employ the Firm as attorneys to represent it as Debtor and Debtor-In-Possession in this case on the terms set forth in this application and that the Debtor has such other relief as is proper.

  
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RUDOLPH W. GIULIANI

Sworn to before me this  
26 day of January, 2024

  
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Notary Public

**GARY C. FISCHOFF**  
Notary Public, State of New York  
No. 02F14845533  
Qualified in Nassau County 26  
Commission Expires April 16, 2026